

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
ALTERNATIVE DELIVERY PROVIDER RESELLER 1 CONTRACTS
NEGOTIATED SERVICE AGREEMENTS

Docket No. MC2017-170

COMPETITIVE PRODUCT PRICES
ALTERNATIVE DELIVERY PROVIDER RESELLER 1 CONTRACTS
(MC2017-170)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2017-268

NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATION
(September 7, 2017)

In response to Chairman's Information Request No. 1 Question 6, the Postal Service indicated that it would present to the customer a modification to the contract at issue in the above-captioned docket to remove Article 14(4).¹ The Postal Service hereby provides notice of filing such modification. The Postal Service intends the effective date of this modification to be the same as the effective date of the contract at issue in these dockets.

The Postal Service hereby provides, in Attachment 1 to this notice, a redacted version of the modification. The Postal Service is filing an unredacted version of the modification under seal and relies upon the Applications for Non-Public Treatment that the Postal Service included in its initial filing in the docket numbers listed above.²

¹ Responses of the United States Postal Service to Chairman's Information Request No. 1, with Portions Filed Under Seal, Docket Nos. MC2017-170, CP2017-268, August 30, 2017.

² Notice of the United States Postal Service to Add Alternative Delivery Provider Reseller 1 Contracts to the Competitive Product List, and Notice of Filing (Under Seal) of Contract and Application for Non-public

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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September 7, 2017

**MODIFICATION ONE TO THE
GLOBAL CUSTOMIZED COMMERCIAL SHIPPING AGREEMENT BETWEEN
THE UNITED STATES POSTAL SERVICE AND [REDACTED]**

This Modification amends the Global Customized Commercial Shipping Agreement ("Agreement") between [REDACTED] ("eGL Reseller"), with offices at [REDACTED], and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the eGL Reseller on August 3, 2017, and by the USPS on August 4, 2017. The eGL Reseller and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following change to the Agreement.

Article 14(4) shall be deleted such that the Agreement shall no longer contain the clause: "(4) No price shall increase beyond the non-discounted published price for the affected service."

All other terms and conditions of the Agreement shall remain in force.

The USPS will notify the eGL Reseller of the Effective Date of this Modification as soon as possible within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals from one or more internal and external bodies that have oversight responsibilities ("Conditions Precedent"). Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the eGL Reseller prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The eGL Reseller acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in one or more docketed proceedings (including MC2017-170 and CP2017-268). The eGL Reseller authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The eGL Reseller further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which "201#" signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website, <http://www.prc.gov/Docs/63/63467/Order225.pdf>.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

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USPS / [REDACTED] ; 09/2017

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In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:

Signature: Donald W Ross
Name: Donald W Ross
Title: Director, International Sales
Date: 9-5-17

Digitally signed by Donald W Ross
DN: cn=Donald W Ross, o=Sales, ou=International Sales,
email=Donald.W.Ross@usps.gov, c=US
Date: 2017.09.05 09:41:33 -0800

ON BEHALF OF

Signature: _____
Name: _____
Title: _____
Date: 9/1/2017

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USPS [REDACTED] 09/2017

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